

New

LABOR AGREEMENT
BOROUGH OF BUTLER, *Borough of*
AND
BUTLER BLUE COLLAR WORKER'S ASSOCIATION

X TERM: JANUARY 1, 1981 THRU DECEMBER 31, 1981

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PREAMBLE

Public service is the most noble profession, for the tasks performed are designed to benefit the public at large.

Although duties are performed under the supervision and direction of immediate superiors and Department Heads, and pay checks received from the Borough, our real employer is the people we serve--the citizens of Butler

To retain their confidence, we must continue to give the efficient, prompt service and attention that the facilities and people we work with require. A sincere desire to be of service is just as important as the actual service performed, and at times, even more so.

Our policy is to provide the best service possible. With the Employees help, the Borough can continue to please its residents and customers and make the Borough and its service area, an attractive place for people to locate.

THIS AGREEMENT, made this *SEVENTH* day of *JULY*, 1981, by and between THE BOROUGH OF BUTLER, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer", and THE BUTLER BLUE-COLLAR WORKERS' ASSOCIATION, hereinafter referred to as the "Employees".

WITNESSETH:

WHEREAS, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968, the Employer and the Employees have met and negotiated the terms and conditions of the employment of the Employees of the Borough of Butler for the year 1981; and

WHEREAS, both the Employer and the Employees believe in the soundness of the principle of collective bargaining and contracting; and

WHEREAS, these negotiations have resulted in an agreement respecting the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is mutually agreed by and between the parties, as follows:

ARTICLE I
RECOGNITION

Pursuant to consent election held February 23, 1971, the Employer agreed, and continues to agree, to recognize and deal with the Employees--through the respective officers of the Employees--as the exclusive representative of all blue-collar employees employed by the Borough of Butler's Public Works, Power and Light, Radio Dispatch, Road, Sewer, and Water Departments, excepting all office clerical, professional, and craft employees, police and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE II
SCOPE

This Agreement shall govern all matters pertaining to employment, wages, hours, working conditions, holidays, vacations, sick leave and all other such matters concerning the terms and conditions of employment of the Employees of the Borough of Butler.

ARTICLE III
COLLECTIVE NEGOTIATING PROCEDURES

Collective negotiations, with respect to the rates of pay, hours of work, and other conditions of employment and bargainable issues, shall be conducted by the duly authorized agent of each of the parties. The Employees shall be represented by three

representatives plus counsel and experts as deemed necessary by the aforesaid.

Collective negotiations for the contract shall commence no later than the second week in September.

Negotiating sessions shall begin at 8:00 p.m., on a day agreed upon; and the representatives of the Employees, if on duty that evening, shall be permitted to attend that negotiation session, and all subsequent negotiation sessions, without loss of pay.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. (a). The normal work week for employees shall consist of forty (40) hours per week on the basis of five (5) days per week and eight (8) hours per day from Monday through Friday, inclusive, terminating at 4:30 p.m. on Friday during Standard Time and at 4:00 p.m. on Friday during Daylight Saving time.

(b). In the case of Radio Dispatchers, the normal work week is not limited to a Monday through Friday basis. Rather, it shall be on a rotating shift basis as scheduled by the Department Head.

(c). The lunch period for all employees except Radio Dispatchers shall be one-half ($\frac{1}{2}$) hour, from 12 noon to 12:30 p.m. Emergency situations may require working beyond that time at supervisory discretion. In addition to this period, employees shall be allowed five (5) minutes of "wash-up" time prior to their lunch period. Full use of the

Borough's kitchens or lunchrooms, as designated, are offered to employees who wish to avail themselves of these facilities.

(d) All Employees shall be entitled to two (2) fifteen-minute coffee breaks, one in the morning from 10:00 a.m. to 10:15 a.m., and one in the afternoon from 2:30 p.m. to 2:45 p.m. No travel time is permitted.

(e) Employees shall be allowed five (5) minutes of "wash-up" time prior to the end of the work day.

Section 2. (a) All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered "overtime" and shall be compensated at the rate of one and one-half (1½) times the regular hourly rate of pay, except when the rate of pay is governed by other Articles, Sections, or Sub-sections of this Agreement.

(b) In lieu of their lunch period, Radio Dispatchers shall receive an additional payment for five (5) hours per week at straight time.

(c) Radio Dispatchers shall be compensated for any overtime worked either in the form of time-off during regularly scheduled hours or additional compensation of one and one-half (1½) times their basic hourly rate of pay.

Section 3. In the event that it becomes necessary for an employee to perform more than eight (8) consecutive hours of overtime work, compensation shall be as follows:

(a) After eight (8) consecutive hours of overtime work an employee shall be compensated at the rate of two

(2) times the regular hourly rate of pay.

(b) The Employer shall continue to pay at the double-time rate until the employee is relieved of duty for a minimum of six (6) hours. If the six hours relief occurs in a normal work day, the employee will be paid for the six hours, or the remainder of the work day, (provided it does not exceed six hours) at a straight time rate. No leave balances shall be charged.

Section 4. An employee shall not be compelled by the Employer, in any way, to work more than sixteen (16) consecutive hours without a minimum of six (6) hours relief from duty.

Section 5. The Employer agrees to pay a minimum of one (1) hour of overtime wages for any work performed outside of normal working hours.

Section 6. The Employer agrees to pay a minimum of three (3) hours of overtime wages to an employee who is called to work outside of normal work hours.

ARTICLE V
ABSENCE OR LATENESS

Any employee who is unable to come to work or who knows that he will be late, must notify the Department Head before the scheduled starting time. Not doing so may result in disciplinary action.

ARTICLE VI

SECOND JOB

A second job is defined as any work performed for an employer other than the Borough of Butler and on a regular basis on either a full or part-time schedule.

Employees employed in a second job must report this to the Mayor and Council and, must be available to respond to emergency situations as deemed necessary by the Department Head.

ARTICLE VII

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Borough, and, except as modified by this Agreement, to manage and direct the affairs of the employees, and to fulfill its lawful obligation.

Section 2. It is further understood and agreed that all rights of management are retained by the Employer, and except as modified by this Agreement, these rights include, but not by way of limitation, the right to:

- (a) Select and direct the employees;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause;
- (d) Establish work schedules, and manpower requirements; and establish and enforce existing and new rules and regulations

not inconsistent with the terms of this Agreement;

- (e) Relieve employees from duty because of lack of work or for other legitimate reasons;
- (f) Determine the work to be performed within the unit of employees covered by this Agreement.

ARTICLE VIII

MANAGEMENT RESPONSIBILITIES

The Employer agrees to accept definite responsibilities toward the Employees; granting employees the right to:

- (a) Have the security of a good job at a fair pay;
- (b) Work in a pleasant, friendly atmosphere where they receive intelligent supervision and fair treatment;
- (c) Work under conditions and surroundings which are clean, comfortable and safe; and
- (d) Enjoy a measure of freedom from worry by a good plan of benefits for health, life insurance and retirement benefits.

ARTICLE IX

PERSONNEL POLICY

The Employer agrees to abide by the following policies in dealing with the unit of employees covered by this Agreement:

- (a) To select employees on the basis of their ability to meet the qualifications for the

position, through the standard Civil Service procedures, without regard to race, religious creed, color, sex, national origin, ancestry, or age;

- (b) To pay employees fairly in relation to their position;
- (c) To respect the rights of each and every employee and to treat them with courtesy, dignity and consideration;
- (d) To make prompt and fair adjustments of any personnel complaints which may arise;
- (e) To fill vacancies by promotion from within where possible, through regular Civil Service procedures;
- (f) To do all these things in the spirit of friendliness and cooperation so that the Borough of Butler will be a "better organization to work for"; and
- (g) To provide every help that can be given to employees to retain and advance them.

ARTICLE X
ORIENTATION

Section 1. New employees will be introduced to their new surroundings and the people they will be working with. The duties and responsibilities of their jobs will be listed and explained to them. A copy of this Agreement will be supplied

to each new employee covered within this Agreement's scope. Every thing that can be provided to help them to succeed in their new positions will be furnished through the training and guidance offered by their superiors and co-workers.

Section 2. Employees who have been promoted will have been selected for their positions because of their ability to excel in their former positions and to qualify through competitive tests. They will receive the same attention in their new positions as a first-time employee. They will be shown the most effective ways to handle their new responsibilities and duties. Consultation with your Department Head is available for any special problems that may arise.

ARTICLE XI

EMPLOYEE RESPONSIBILITIES

Employees must be willing to make certain contributions to the Borough as follows:

- (a) They must realise that they are representatives of the Borough at all times, and their conduct should always reflect credit on themselves and the Borough, since the reputation of the Borough grows through the good impressions they leave on both friends and strangers.
- (b) They are expected to work diligently, with a sense of responsibility, cooperation and loyalty, because, as individuals, they contribute to the Borough's continuing success in fulfilling the needs of its citizens and

their own success.

- (c) Employees may not accept any gifts from vendors or suppliers; that is, from firms or persons who sell supplies or services to the Borough of Butler.
- (d) Personal mail should be sent to you at your home address to assure the most efficient use of our mail handling facilities. The same general rule would apply to the use of telephones, unless there is an urgent need. If an emergency necessitates a toll call, your Department Head should be told so that the charges can be recorded.
- (e) Personal visitors are discouraged completely, as their presence disrupts the work of those around you. Such visits must be cleared by the Dept. Head.

By meeting these few obligations employees help build a finer future for themselves and the Borough.

ARTICLE XII
NO STRIKE NO LOCKOUT

Section 1. It is recognized that the need for continued and uninterrupted operations of the Borough's departments is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Accordingly, the parties hereto agree that there will not be and that the Employees will not engage in, encourage, sanction or suggest strikes, slowdowns, job actions, mass resignations, mass absenteeism or interference with normal work performance.

Section 2. The Employer shall have the right to discipline or discharge any employee participating in any prohibited activity set forth in Section 1 of this Article.

Section 3. The Employer, during the period of this agreement or extension thereof, shall not lock out employees.

ARTICLE XIII

SALARIES and WAGES

Section 1. It is the policy of the Borough to provide a fair and equitable basis of payment for services rendered by each employee.

This policy is accomplished by the following salary guide.

The placement of individual employees upon the guide is set forth on Schedule III.

All employees hired on or after January 1, 1981 will start at step one in the appropriate grade. Each employee not at the maximum of their grade will move one step up within that grade upon the completion of a full-year's service until they reach the maximum pay for that grade.

Employees receiving a promotion involving movement to a higher grade will be guaranteed a salary not less than that which they would be receiving or would receive, had they not taken the promotion.

SCHEDULE I

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Grade A	6.38	6.80	7.25	7.72
		Laborer Laborer - Driver		
Grade B	6.67	7.00	7.35	7.72
		Building Maintenance Worker Meter Reader Radio Dispatcher		
Grade C	7.01	7.36	7.73	8.12
		Sewage Treatment Plant Operator Lineman Apprentice Public Works Repairer		
Grade D	7.21	7.57	7.95	8.35
		Meter Repairer		
Grade E	7.50	7.87	8.26	8.67
		Lineman - Ground Hand		
Grade F	7.52	7.90	8.30	8.71
		Water Treatment Plant Operator		
Grade G	7.70	8.09	8.49	8.91
		Lineman		
Grade H	7.77	8.15	8.56	8.99
		Mechanic Maintenance Repairer Carpenter		
Grade I	8.44	8.86	9.30	9.76
		Sr. Public Works Repairer		
Grade J	8.28	8.69	9.12	9.58
		Assistant Public Works Foreman		
Grade K	9.35	9.82	10.31	10.83
		Senior Lineman		

SCHEDULE II

Effective July 1, 1981

<u>Grade/Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
A	6.49	6.92	7.37	7.85
B	6.78	7.12	7.47	7.85
C	7.13	7.49	7.86	8.26
D	7.33	7.70	8.09	8.49
E	7.63	8.00	8.40	8.82
F	7.65	8.03	8.44	8.86
G	8.32	8.74	9.17	9.63 *
H	7.90	8.30	8.71	9.14
I	8.58	9.01	9.46	9.93
J	8.42	8.84	9.28	9.74
K	9.51	9.99	10.49	11.01

* Effective 10/1/81

SCHEDULE III

	<u>GRADE</u>	<u>STEP</u>
B. Morrison	A	1
S. Ricker	A	1
R. Harriett	A	4
B. Monks	A	4
H. Dimeco	A	4
P. Clave	A	4
M. Dwyer	A	4
J. Cooper	A	4
M. Magill	B	1
C. Witty	B	1
A. Marion	B	4
J. Filippini	B	4
M. Siek	B	4
G. Siek	B	4
R. Dean	B	4
W. Harriott	B	4
R. Whritenour	C	4
D. McQuaid	C	4
K. Kaulfers	C	4
E. McLaughlin	C	4
H. Lozier	C	4
E. Becker	C	4
G. Stymacks	C	4
E. Dean	D	4
D. Current	E	4
E. Clave	F	4
C. Marion	G	4
P. Russo	G	4
T. Kitchell	G	4
R. Green	G	4
R. Struble	G	4
J. Brennan	H	4
D. Connell	H	4
M. Smith	I	4
W. Jones	J	4
J. Marion	K	4
B. Cooper	K	4
E. Marion	K	4
W. VanderHoff	K	4

ARTICLE XIV
PERFORMANCE REVIEW

Each employee's performance will be periodically reviewed with him by his Department Head. The primary purpose of this review is to develop an understanding as to how well each area of the employee's responsibility is being done, as compared with the performance expected under the employee's job description, and ways in which the Department Head can help the employee achieve the results expected. The performance review is an important element in the development of the individual employee for achievement in his present position and in preparing for new or different responsibilities.

Each employee will receive a copy of the review form with a summary written by the Department Head upon the completion of his annual review.

ARTICLE XV
PROMOTIONS

An employee's past service history, performance review and ability to meet the qualifications of a higher position through competitive examinations, when necessary, all determine his eligibility for promotion. As a matter of policy, the Borough fills vacancies from within when permissible to reward you, its employees, and to draw on your background and experience.

If an employee is promoted he will receive a salary increase for the position he now holds. However, a probationary period of ninety (90) days will be required, during which his performance will be reviewed. If he proves himself and meets

the challenge of the new position he will be permanently appointed to that position. If by chance his performance is unsatisfactory, he will be returned to his former position or one of equal rank. In this instance, his salary will be appropriately adjusted.

It must be noted that the probationary period starts after the actual appointment and completion of all necessary procedures. At times, it may be necessary to postpone the commencement of this period until all necessary details have been completed, even though he is already working in the position. In such instances, the employee will be notified of the actual start of his working test period.

ARTICLE XVI

TRAINING AND SCHOOLING

Training and schooling is offered by the Borough to every employee in order that each individual may be able to keep himself abreast of the current advances in technology and methods of operation and in order to allow each employee who meets the requirements to successfully complete promotional examinations. This benefit is provided at no cost to any employee who requests it. Such requests will be submitted to the Mayor and Council for their approval. If they reach a decision that allows the employee to take the training or schooling that he has requested, the program which he will participate in is paid for by the Borough and in addition to

this, the Borough will also reimburse the employee for any direct expenses connected with such training or schooling--not to exceed \$500 in any given year and, the training must be job related.

ARTICLE XVII

TRANSFERS

Transfers may be originated by the Borough or an employee may request same. In either case the transfer will be to a position of equal class and to which the employee's capabilities and qualifications are most suited.

At times a temporary transfer is necessary to meet certain needs of the Borough. Such transfers are never permanent and the employee will always be returned to his permanent position.

ARTICLE XVIII

SICK LEAVE

Section 1. Sick leave is the absence of any employee from work because of illness, accident, exposure to contagious disease, or attendance for a short period of time upon a member of the employee's immediate family (meaning a member of the household) seriously ill requiring care or attendance of such employee. A certificate of a reputable physician in attendance may be required as sufficient proof for the need of leave or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediate family. Abuse of sick leave shall be cause for disciplinary action.

Section 2. If an employee is absent for reasons that entitle him to sick leave, he shall promptly notify the Department Head or his designated representative. Absences for five (5) consecutive days without notice shall constitute a resignation, unless for good cause shown as inability to notify due to unusual circumstances, the Employer waives this provision.

Section 3. Sick leave shall be earned at the rate of one (1) working day per month for every month of service during the remainder of the first calendar year of service following permanent employment and fifteen (15) working days per year in every calendar year thereafter.

Section 4. Under special circumstances, an employee may be permitted by the Mayor and Council to use his vacation period to extend his sick leave if he does not have enough days to cover the period of illness.

Section 5. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness at the discretion of the Employer. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 6. In case of sick leave from exposure to contagious disease, a certificate from the Department of Health as designated by the Employer shall be required.

Section 7. The Employer agrees to pay for unused sick leave upon retirement at the rate of eighty per cent (80%) of unused sick leave to a maximum of eight thousand dollars (\$8,000.00) provided the following requirements are met:

(a) The employee must have had at least twenty (20) years of consecutive service with the Borough of Butler in order to qualify under the provisions of this Section.

(b) The employee must be retiring from service with the Borough and be in good standing at the time of such retirement.

ARTICLE XIX

WORKMEN'S COMPENSATION

If an employee sustains a job related injury which is recognized as such and covered by Workmen's Compensation Insurance, The Borough shall insure payment of full salary to such employee, for a period of up to one year or until such employee is placed

on disability retirement, whichever first occurs. The employee shall endorse or pay over to the Borough any Temporary Disability Benefits received in connection with such job related injury. The employees understand and agree that they may be required to make reimbursement to the insurance carrier in the event of a third party action recovery, and that any such reimbursement will be in addition to pay over of Temporary Disability Benefits to the Employer. There shall be no charge to an employee's sick leave in the event of a bona fide job related injury. The Employer shall have the right to require periodic medical examinations of employees on leave due to job related injuries.

ARTICLE XX
DEATH IN FAMILY

Section 1. Every employee covered by this Agreement may if he desires be granted three (3) days leave with pay as needed in accordance with his work schedule upon the death of employee's spouse, father, mother, sister, brother, children, parents-in-law, grandparents, and blood relatives living in the employee's household. Such leave, as needed, shall be from the date of death to and including the date of burial.

Section 2. Every employee covered by this Agreement shall be granted one (1) day of leave with pay as needed in accordance with his work schedule, to attend the funeral upon the death of a brother-in-law, sister-in-law, aunt, uncle or cousin.

Section 3. In unusual circumstances, with good cause shown, the time-off provided hereunder may be extended as needed upon approval of the Employer.

ARTICLE XXI

HOLIDAYS

Section 1. Holidays which are observed by the Borough of Butler are listed below:

One (1) day before New Year's Day

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Veteran's Day

General Election Day

Thanksgiving Day

Day after Thanksgiving

One (1) day before Christmas Day

Christmas Day

In addition to the above, you are given two (2) "floating" holidays.

Section 2. If a holiday happens to fall on a Saturday, it will be celebrated on the preceding Friday, and if on a Sunday, it will be observed on the following Monday. If the day before New Year's Day or the day before Christmas Day fall on a Sunday, they will be observed on the preceding Friday.

Section 3. You must notify your Department Head of your intention to use a "floating" holiday at least one week prior to the day you wish to have off.

Section 4. To be paid for a holiday, you must be actively at work on the regularly scheduled day prior to and following the holiday. The only exception to this rule is if an employee is observing such days as a vacation day, "floating" holiday, or can satisfactorily show that he or she was legitimately ill.

Section 5. You may accumulate "floating" holidays not taken over a maximum period of two years.

Section 6. In the case of Radio Dispatchers, who work on holidays, the following options are offered in addition to his regular pay:

(a) He may elect to be paid for the holiday worked, in which event he shall be compensated at the rate of one and one-half (1½) times the regular hourly rate; or

(b) He may elect to take a compensatory day-off at straight time, the scheduling of which will be approved by the Department Head.

ARTICLE XXII

VACATIONS

Section 1. Vacation eligibility:

(a) Up to one year of service, vacation shall be earned at the rate of one day per month of service, which vacation shall be taken not sooner than six (6) months after the date of hire.

(b) Twelve (12) days per year from one through ten complete years of employment;

(c) Fifteen (15) days per year after ten complete

years of employment through fifteen complete years of employment;

(d) Twenty (20) days per year after fifteen complete years of employment; and, thereafter, one additional vacation day per year for each complete year of employment after fifteen complete years, up to a maximum vacation entitlement of thirty (30) days per year.

Section 2. Vacations must be taken during the current calendar year unless the Department Head determines that it can not be taken due to the pressure of work, or for employees hired after July 1st of that year, in which cases unused vacations shall accumulate and shall be granted during the next two succeeding calendar years. There shall be no payment for accumulated vacation time, except in case of separation from employment as hereinafter provided.

Section 3. An employee who resigns or retires from employment with the Borough in good standing shall be entitled to all earned vacation allowance for the previous year. Payment for unused vacation from the prior year shall be based on salary earned in the prior year in the case of resigned employees and on salary earned in the final year in the case of retired employees.

Section 4. It shall be the responsibility of the Employer to determine the scheduling of an employee's vacation, consistent with the needs of the departments. Employees shall submit their requests for vacation at least two weeks prior to the dates they wish to have off. The Employer agrees to give reasonable consideration to an employee's wishes concerning choice of vacation dates. When conflicts in choice of dates occur, preference will be given to the earliest request. In the event that requests are submitted

on the same date, preference will be governed by seniority in-
sofar as effective staffing requirements permit.

ARTICLE XXIII
LEAVE OF ABSENCE

In valid circumstances, a request for a leave of absence without pay may be granted by the Mayor and Council for a period not to exceed six (6) months.

If you require a leave of absence, consult your Department Head, who will assist you in the necessary procedures to request the leave.

When you are on an approved leave of absence you will be reinstated without loss of status or seniority.

ARTICLE XXIV
MILITARY LEAVE

Permanent employees who must fulfill their service obligations are granted a military leave.

During the term of such service, permanent employees are considered to be on approved military leave of absence and upon its completion are eligible for reinstatement as prescribed by Federal statutes granting re-employment rights which insure full service credits for retirement, life insurance, vacations, or other like benefits. Application for reinstatement must be made within ninety (90) days after discharge from active service.

During annual encampments or other service which requires short-term tours of duty, regular employees who are members of the Reserve Forces, the National Guard, or similar recognized

organizations will receive regular pay for periods not exceeding two weeks. Such approved leaves of absence are in addition to, and do not affect, the employee's regular vacation.

ARTICLE XXV

JURY DUTY

An employee who serves on a duly constituted jury or as a panel member in the formation of such jury will be paid his regular salary during such service and sign over to the Borough any compensation received for said jury duty, excluding travel expenses.

ARTICLE XXVI

LONGEVITY

In addition to base pay, employees shall be entitled to compensation for longevity of service based upon the anniversary date of employment, in accordance with the following schedule:

<u>Length of Service</u>	<u>Annual Entitlement</u>
After six (6) complete through eleven (11) complete years of employment:	Two per cent (2%) of base pay
After eleven (11) complete through sixteen (16) complete years of employment:	Four per cent (4%) of base pay
After sixteen (16) complete through twenty (20) complete years of employment:	Six per cent (6%) of base pay
After twenty (20) complete years of employment:	Eight per cent (8%) of base pay

Longevity shall be paid twice a year, one-half on June 1st and one-half on December 1st of each year, but shall not be considered part of base pay. If the anniversary date of employment falls on or after July 1st, longevity compensation shall not commence until the following January 1st.

ARTICLE XXVII

INSURANCE

The Employer shall continue to maintain insurance coverage for employees covered by this Agreement in accordance with present practice, which includes Blue Cross, Blue Shield, Major Medical and Dental.

The employer further agrees that it will pay one-half of the employee's actual share of the cost of Blue Cross, Blue Shield premiums for members of the bargaining unit covered by Blue Cross, Blue Shield upon their retirement, provided that any such retiree has completed a minimum of twenty (20) years of continuous service with the Borough.

ARTICLE XXVIII

GRIEVANCE PROCEDURES

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Employees as quickly as possible, so as to insure efficiency and promote the employees' morale.

Section 2. A grievance is defined as any disagreement between the Employer and the Employees involving the interpretation or application of a regulation, violation of agreements or suspension.

Section 3. All grievances shall be processed as follows:

(a) They shall be discussed with the employee(s) involved and the Employees' representatives with the immediate superior designated by the Department Head. The answer shall be made within three (3) days by such immediate superior to the Employees.

(b) If the grievances are not settled through Step (a), the same shall be reduced to writing by the Employees and employee(s) and submitted to the Department Head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Employees and employee(s) within five (5) days of there submission.

(c) If the grievances are not settled by Steps (a) and (b), then the Employees or employee(s) shall have the right to submit such said grievances to the Mayor and Council. A written answer to said grievances shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.

Section 4. If the grievances are not settled by Steps (a), (b) and (c), then the Employees and/or employee(s), within ten (10) working days after a written decision (Step (c)), shall have the right to submit only such grievances which are claimed violations, misinterpretations, or misapplication of the terms of this Agreement and the referenced policies herein contained directly affecting the Employees and employee(s) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The arbitrator appointed shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies herein contained. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties.

Section 5. Nothing herein shall prevent any employee from processing his own grievance, providing the Employees and representatives may be present.

Section 6. If an employee elects to appeal a suspension of more than five (5) days or a dismissal through Civil Service channels, it may not subsequently be processed as a grievance.

Section 7. Grievances must be initially filed within thirty (30) days of the incident, or the employee's knowledge of such incident.

Section 8. Representatives of the Employees, consisting of officers and/or persons involved (maximum 3), shall be afforded time-off with pay when such time-off is needed to pursue the rectification of legitimate grievances beyond steps A, B, and C.

ARTICLE XXIX

SAFETY

The provisions of this Agreement are to incorporate herein all Federal and State safety regulations, whether by statute or administrative rule, as they may be applicable to municipalities, and local safety regulations which may apply.

The Employer shall have all rubber gloves and sleeves inspected monthly and all hoses, hoods, and blankets inspected bi-annually for ozone and corona damage.

All Borough vehicles utilized by the employees in the course of their duties will be inspected effective upon the execution of this Agreement.

The employees of the electric department and the Employer shall abide by the safety rules published in the American Public Power Association's Safety Manual for an Electric Utility, 5th Edition, or latest edition.

The Employer shall attempt to institute the use of a safety manual for all other departments as well.

The Employer agrees to provide all foul-weather gear, including galoshes and rubbers.

ARTICLE XXX

PAYDAY

All employees shall be paid their salary on Thursday of every other week. Any overtime pay that is due you up to the preceding Sunday will be included in this check.

Your paycheck voucher will itemize certain amounts deducted regularly from your earnings. Certain of these are required by law--Federal Income Tax and Social Security withholdings, etc. Changes in the regular amounts of these withholdings may come

about through changes in legislation or in your marital and dependents' status. The amount of income tax withheld is based upon tables and rates prescribed by law and is taken into account in determining any refund or additional tax due for the full year when you file final returns.

Deductions are also made, as authorized by you, to cover your contributions, the cost of insurance, retirement, U.S. Savings Bonds and other benefit plans.

ARTICLE XXXI

MISCELLANEOUS

Section 1. The Employer agrees to provide identification cards for employees covered by this Agreement who have dealings with the public in the course of the performance of their work.

Section 2. All employees covered by this Agreement shall continue to retain their rights under the rules and regulations of Civil Service of the State of New Jersey.

Section 3. Permanent employees are accorded recognition for continuous service with a pin which is awarded at each five year interval during an individual's period of employment.

Section 4. Past practice with respect to clothing allowance entitlement shall be maintained consistent with the Agreement between the parties as to the form of dress to be worn. The Employer agrees to the clothing allowance of \$250 per annum.

Section 5. If you are required to eat near or on the job, you may be allowed a \$3.00 allowance to cover your expenses. You will be notified by your Department Head if you may avail yourself of this benefit, or as conditions dictate, and charge your meal at cooperating restaurants. If you exceed the allowance you will be required to reimburse the Borough at a later date.

Section 6. Every on-the-job accident must be reported to the Department Head, immediately or before end of day, who will then take the necessary action. You will be sent to the Borough Physician or to the hospital, which ever is needed, if medical attention is required. Similar assistance will be provided in cases of unexpected illness.

Section 7. Personnel Records. It is necessary that personnel records be kept up-to-date continuously. You are required to notify your Department Head and the Payroll Department if there is a change that would affect your status with respect to insurance, taxes, military service and like matters, including change of name, marital status, the number of your dependents, your address or telephone number.

ARTICLE XXXII

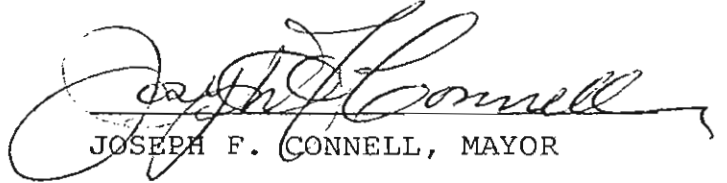
DURATION

Section 1. This Agreement constitutes the entire collective negotiation agreement between the parties and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective negotiations leading to the signing of this Agreement.

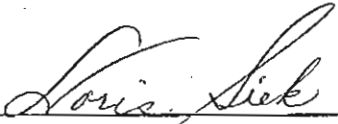
Section 2. This Agreement shall become effective from January 1, 1981 through December 31, 1981. If either party desires to modify or terminate this Agreement, it shall furnish written notice to the other party not later than one-hundred and twenty (120) days prior to the expiration date hereinabove set forth. In the event no such notice is provided, this Agreement shall continue in effect for additional terms of one year until such time as appropriate notice is given.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this SEVENTH day of JULY, 1981.

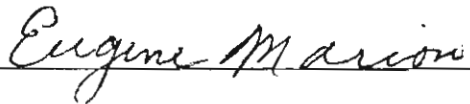
THE BOROUGH OF BUTLER


JOSEPH F. CONNELL, MAYOR


ATTEST:


DORIS SIEK, MUNICIPAL CLERK

THE BUTLER BLUE-COLLAR WORKERS'
ASSOCIATION


EUGENE MARION, PRESIDENT

ATTEST:


ROBERT GREEN, SECRETARY